

# TERMS AND CONDITIONS OF SALE OF VINTAGE RIDES

## PREAMBLE

The company Vintage Rides (hereinafter referred to as "**Vintage Rides**") is a travel agency whose business is subject to the provisions of articles L. 211-1 and following of the Tourism Code. Its main business is to offer motorcycle trips or excursions (especially on "Royal Enfield" models), or on other types of vehicle (quad bike, snow bikes or other motor and/or wheeled vehicle), hereinafter collectively referred to as, the "**Vehicles**".

Vintage Rides is a LLC with a share capital of 3750 EUR, registered with the RCS of Paris under the number 803767128, whose registered office is located at 128, rue de la Boétie - 75008 Paris.

Vintage Rides is registered with the Register of Tour Operators and Holiday Packages of Atout France (Atout France registration certificate no. IM075150006 issued on 09/01/2015). Atout France is an Economic Interest Group whose head office is located at 79/81, rue de Clichy, 75009 Paris, Tel.: 01.42.96.70.00.

In accordance with the provisions of Article L.211-18 of the Tourism Code, Vintage Rides

(i) enjoys a financial guarantee from APST 15 Avenue Carnot 75017 Paris France

(ii) is insured with HISCOX Europe Underwriting Unlimited, 2 Rue Louis le Grand 75002, Paris, France under the RCAPST/PROV contract dated 01/01/2015 pursuant to the Professional Liability Insurance and

(iii) fulfills the conditions of professional competence required by this article for its exercise in France.

The present terms and conditions of sale of Vintage Rides (hereinafter referred to as the "**Terms and Conditions of Sale**") consist of the special terms and conditions of sale (hereinafter referred to as "**Special Terms and Conditions of Sale**") and the general terms and conditions of sale (hereinafter referred to as "**GTCS**").

## SPECIAL TERMS AND CONDITIONS OF SALE

### 1. OBJECTIVE

Vintage Rides, as presented in the preamble of the present Terms and Conditions of Sale, offers a booking service for tour programs on motorcycles or on other Vehicles in various regions of the world (hereinafter referred to as "**Motorcycle Tour(s)**") whose options are particularly detailed on the websites: [www.vintagerides.com](http://www.vintagerides.com) and

[www.vintagerides.travel](http://www.vintagerides.travel) for English speakers (hereinafter referred to as the "**Website**").

These Special Terms and Conditions of Sale are especially intended to define the conditions of booking and participation in the Motorcycle Tours, which is imposed upon the users of the Website and/or on any person who wishes to enter into agreement with Vintage Rides so as to participate in the Motorcycle Tours (hereinafter referred to as the "**Vintage Rider(s)**").

In this context, they define among other things the respective rights and obligations of the Vintage Riders, on one hand, and Vintage Rides on the other hand (hereinafter referred to individually as a "**Party**" or collectively as the "**Parties**").

The Special Terms and Conditions of Sale also specify the booking procedure for a Motorcycle Tour, cancellation and refund policy practiced by Vintage Rides, possible limitations of its liability towards Vintage Riders as well as some information on Motorcycle Tours as a whole (risks, administrative and health formalities, terms of payment and participation, etc.).

### 2. CONTRACTUAL DOCUMENTS

Vintage Riders acknowledge that the booking of Motorcycle Tours with Vintage Rides, as well as the terms of participation in these Services, are exclusively governed by the contract concluded between the Parties at the time of said booking (hereinafter referred to as the "**Contract**"), consisting of the following

contractual documents:

- **Terms and Conditions of Sale, composed of GTCS and Special Terms and Conditions of Sale;**

- the **registration form** (hereinafter referred to as the "**Registration Form**") provided by Vintage Rides for booking a Motorcycle Tour stating the main features of said Service and any specific conditions relating thereto, as well as more generally all pre-contractual information envisaged by the provisions of L. 211-8, L. 211-9 and R. 211-4 of the Tourism Code, including the summary of the rights of Vintage Riders, in accordance with the provisions of the Decree as of March 1, 2018 laying down the template of information form for sale of travel and holiday packages (hereinafter referred to as the "**Summary of rights of Vintage Riders**") (Appendix 1 of the Terms and Conditions of Sale);

- **Vintage Riders' commitments note "Commitments of Vintage Riders"** (Appendix 2 of Terms and Conditions of Sale) to be signed and submitted by the Vintage Riders to Vintage Rides before start of any Motorcycle Tour;

- **Information Note about the "Freedom Formula" Appendix** (hereinafter referred to as the "**Information note on "Freedom Formula" Appendix**") (Appendix 3 of Terms and Conditions of Sale), if applicable, to be signed and submitted by the Vintage Riders to Vintage Rides before start of any Motorcycle Tour.

VINTAGE RIDERS ACKNOWLEDGE THAT THE ABOVE MENTIONED DOCUMENTS FORM AN INDIVISIBLE CONTRACT PACKAGE, AND EXPRESSLY COMMIT, BY ACCEPTANCE HEREOF, TO COMPLY WITH ALL THE DOCUMENTS MENTIONED ABOVE AS PART OF THEIR BOOKING AND/OR THEIR PARTICIPATION IN ANY Motorcycle Tour.

### 3. MODIFICATION OF SPECIAL TERMS AND CONDITIONS OF SALE

THE APPLICABLE SPECIAL TERMS AND CONDITIONS OF SALE ARE THOSE IN FORCE ON THE DATE OF BOOKING, AS DEFINED HEREIN.

However, Vintage Rides may have to change the Special Terms and Conditions of Sale at any time, without prior notice, subject to informing the Vintage Riders about it as soon as coming into force of these modifications by email and/or by publishing the modification on the Website.

Vintage Rides will update the Special Terms and Conditions of Sale while indicating the date of last update on top hereof.

ANY VINTAGE RIDER WHO WANTS TO BOOK A Motorcycle Tour MUST ACCEPT THE SPECIAL TERMS AND CONDITIONS OF SALE FULLY, INCLUDING THEIR LAST UPDATE WHICH HAS BEEN NOTIFIED TO HIM. IF YOU DO NOT AGREE WITH THE CURRENT SPECIAL TERMS AND CONDITIONS OF SALE, YOU CANNOT MAKE THE BOOKING OR PURCHASE A Motorcycle Tour OFFERED BY VINTAGE RIDES.

### 4. PRE-CONTRACTUAL INFORMATION

#### 4.1. TOURISM CODE

In accordance with the **articles L. 211-8 and R. 211-4 of the Tourism Code**, Vintage Rides informs the Vintage Riders through an estimate and the **Registration Form**, prior to confirmation of their booking, the main features of the offered services related to transport and accommodation, contact details of the vendor and organizer, price and payment terms, booking cancellation conditions, information on insurance, border crossing conditions.

The estimate and the Registration Form are accompanied by a Summary of Rights of the Vintage Riders, corresponding to the relevant template, in accordance with the provisions of Article 1 of the Decree as of March 1, 2018 laying down the information form template for the sale of travel and holiday packages (Appendix 1 of Terms and Conditions of Sale).

In accordance with the provisions of article L. 211-9 of the Tourism Code, the pre-contractual information communicated to the Vintage Riders forms an integral

part of the Contract and cannot be modified, unless the Parties expressly agree otherwise.

Vintage Rides communicates to the Vintage Riders all modifications related to pre-contractual information in a clear, understandable and apparent manner, prior to conclusion of the Contract.

### 4.2. CONSUMER CODE

In addition to the above mentioned information in article 5.1 hereof, and where these have not already been provided to the Vintage Rider, Vintage Rides provides to the latter pursuant to its legal obligation of pre-contractual information, in a legible and understandable manner, all the information referred to in articles L. 111-1 to L. 115-33 and article L. 221-5 of the Consumer Code, and particularly the following information:

- the main features of goods or service, taking into account the communication material used and the goods or service concerned;

- the price of goods or service, pursuant to articles L. 112-1 to L. 112-4; in the absence of immediate fulfilment of the contract, the date or time at which the professional commits to deliver the goods or to perform the service

- information related to his identity, his postal, telephone and e-mail contact details and his activities, insofar as they do not emerge from the context;

- if necessary, the information related to legal guarantees, features of the digital content and, where appropriate, its interoperability, the existence and methods of implementation of guarantees and other contractual conditions;

- the option of resorting to a consumer mediator under the conditions laid down in Title I of Book VI;

- when there is no written contract, the professional makes available to the consumer or communicates to him, in a readable and comprehensible manner, additional information related to his contact details, his activity of providing services and other contractual conditions, whose list and content are laid down by decree of the State Council. The additional information which is communicated only at the request of the consumer is also specified by decree of the State Council.

- the fact that Vintage Riders cannot exercise the right of withdrawal envisaged in Article L. 221-18 of the Consumer Code, in accordance with the provisions of article L. 221-28 of the Consumer Code;

- the information related to the contact details of the professional, if necessary with the costs of using remote communication technique, existence of codes of good practice, if necessary with securities and guarantees, terms of termination, methods of settling disputes and other contractual conditions, whose list and content are laid down by the decree of the State Council.

### 5. OPTIONS

Vintage Rides offers various Motorcycle Tours options:

- "**Fixed Departure**" option, which means an offer of Vintage Rides offering to the Vintage Rider to travel in organized group, following a tour fully prepared in advance by Vintage Rides. The minimum number of participants is fixed to 3 (three) persons.

- "**A la Carte**" option, which means an offer for which the Vintage Rider can make his group himself, in order to follow a tour prepared in advance by Vintage Rides. The rates charged are negotiated with various service providers depending on the number of persons in the group.

- "**Tailor Made**" option, which means an offer for which the Vintage Rider can make his group himself and design his own tour, based on a tour prepared in advance by Vintage Rides. The rates charged by Vintage Rides are negotiated with various service providers depending on the number of persons in the group.

- "**Freedom Formula**" option, which means an offer for which the Vintage Rider can leave independently with minimal logistics from Vintage

Rides, namely provision of a motorcycle, a GPS, suggested itinerary, organization of a training on the country crossed including the driving rules and mechanics of the motorcycle and booking of some nights at hotels.

**The options offered by Vintage Rides are particularly detailed and accessible on the Website.**

Regardless of the options chosen, the Motorcycle Tour selected by the Vintage Rider may require different difficulty levels, due to certain factors such as, itinerary, destination country or required level of driving, besides other specific conditions specified in the description of the Motorcycle Tour.

These difficulty levels and all specific conditions will be specified in the corresponding Registration form, for the selected Motorcycle Tour.

## 6. SERVICES INCLUDED AND NOT INCLUDED

DETAILED DESCRIPTION IN THE ESTIMATE AND CONFIRMATION IN THE REGISTRATION FORM

A description of the Motorcycle Tour, outlining the services included and not included, is sent to the Vintage Rider in the estimate sent at his request as well as the corresponding price inclusive of tax.

If the Vintage Rider accepts the estimate, all services included and not included, as well as the price inclusive of tax agreed for the latter, will be summarized in the Registration form, before confirmation of the booking by the Vintage Rider.

The Vintage Rider must refer to the description which appears in said Registration form, which constitutes the final description retained for the Motorcycle Tour.

In case of modification of pre-contractual information contained in the estimate and the registration form and provided by Vintage Rides to the Vintage Rider, Vintage Rides informs the Vintage Rider about it in a clear, understandable and apparent manner, before conclusion of the Contract, i.e. before the date of booking of the Motorcycle Tour.

### 6.1. SERVICES INCLUDED AND NOT INCLUDED (FOR INFORMATION ONLY)

When the Motorcycle Tour is offered in the form of a "tour package" within article L. 211-2 of the Tourism Code, the indicated total price including taxes mainly includes the following services (however subject to a confirmation in the estimate and the Registration form):

#### Services included:

- provision of the Vehicle, as well as insurance of the Vehicle and "third party" insurance pertaining thereto;
- booking of the accommodation (it is specified that the accommodation may consist of provision of a simple tent, depending on the type of tour and the place) (except "Freedom Formula" option - refer to Appendix 3 corresponding to the country where the formula takes places);
- accompaniment of a travel professional (except for "Freedom Formula" Option);
- domestic flights during the tour, unless otherwise requested by the Vintage Riders.

According to the options proposed and the estimate and registration form sent to the Vintage Rider, the following services may or may not be included in the price including taxes of the Motorcycle Tour and/or available or not with an extra charge (in this case it is expressly indicated to the Vintage Rider in the estimate and Registration form).

When the following services are not included in the price including taxes and/or available at an extra charge, they are paid directly by the Vintage Rider to the service provider concerned:

#### Services not included:

- food service when it is not planned in the program detailed;
- costs related to international transports (flights, taxes, etc.);
- passport and visa fees;
- costs related to vaccines and/or medical treatments;
- "repatriation" and "civil liability" insurance
- legal or health assistance;
- drinks or any personal expenses;
- entrance tickets to temples, monuments, museums and other tourist sites;
- compulsory deposit for provision of the motorcycle;
- provision of money in case of trouble.

## 6.2. FOR TRANSPORTS

**VINTAGE RIDES DOES NOT PROVIDE IN ANY CASE BOOKING OF INTERNATIONAL FLIGHTS OR ANY OTHER INTERNATIONAL TRANSPORT AS PART OF THE Motorcycle Tour.**

The Vintage Rider must perform all the necessary steps by himself, such as ticket bookings for international flights, in order to ensure his travel to the place of the Motorcycle Tour and return to his home.

**These bookings and costs that they generate are solely borne by the Vintage Rider.** In addition, any use of transports (other than those included) during the Motorcycle Tour remains at the sole expense of the Vintage Rider.

**VINTAGE RIDES DISCLAIMS ANY LIABILITY AS FOR THE BOOKING BY THE VINTAGE RIDER OF INTERNATIONAL TRANSPORTS WITH TRANSPORTERS, AND PROPER EXECUTION OF THOSE SERVICES BY THE LATTER.**

Vintage Rides does not provide its assistance in carrying out international tickets issuance operations by air or rail transporters. In accordance with the provisions of Article R.211-1 of the Tourism Code, these operations should be carried out by air or rail transporters directly or through their own automated equipment implemented under their responsibility.

Any delay or any incident related to international transport cannot be imposed upon Vintage Rides, and it is up to the Vintage Rider to ensure his own transport in order to be present for the start of the Motorcycle Tour, under the conditions which have been indicated to him, and failing that to ensure at his expense a fallback solution to join the group, subject to its acceptance by the Motorcycle Tour organizer.

## 6.3. FOR VISAS AND VACCINES

**Vintage Rides does not provide any vaccines or visa issuance service** which would be obligatory to enter the territory where the Motorcycle Tour is held.

## 6.4. FOR ACCOMMODATION

Accommodation is part of the services provided to the Vintage Rider, depending on the options chosen and estimate and Registration form prepared by Vintage Rides.

The Vintage Rider however has the option to make the booking of an accommodation by himself, by contacting Vintage Rides so as to agree to the conditions according to which this accommodation can or cannot be provided to the Vintage Rider during the Motorcycle Tour.

Any agreement of the Parties in this matter shall be subject to a confirmation in writing. Subject to the prior, express and written agreement of Vintage Rides, the Vintage Rider can enjoy a price reduction under non-booking of the accommodation by Vintage Rides on behalf of the Vintage Rider.

**In this case, Vintage Rides cannot be held responsible for any incident that could affect the accommodation services provided to the Vintage Rider by a third-party provider.**

Different types of accommodation are likely to be offered and provided to the Vintage Rider as part of the Motorcycle Tour, according to different comfort levels, as outlined below

#### Types of accommodation offered by Vintage Rides

- Hotels
- Guest houses
- Tents

#### Comfort levels of accommodations provided

- Standard
- Comfort
- Luxury

The services provided with the accommodation are specified case by case, according to the concerned accommodation, in the Registration form, while specifying if these services are subject or not subject to an extra charge for the Vintage Rider, and their obligatory or optional nature.

Price of the Motorcycle Tours may vary according to the type and level of comfort of the accommodation provided to the Vintage Rider.

In any event, the Vintage Rider is informed of the type, level of comfort and price related to the accommodation, as well as the total price inclusive of tax for the Motorcycle Tour resulting from it, prior to any confirmation of the booking with Vintage Rides, under pre-contractual information.

Similarly, the conditions for access and use of accommodations are indicated to the Vintage Rider in

the Registration form. Once the Vintage Rider accepts the Registration form, he must comply with all conditions indicated there as regards the access and use of accommodations by all Vintage Riders.

## 6.5. FOR INSURANCE

Vintage Rides offers various insurance options to the Vintage Riders for their trip, especially under repatriation and civil liability insurance.

The costs related to taking out of an insurance is borne by the Vintage Rider and are in no case included in the total price indicated in the Registration Form.

The Vintage Rider is free to take out or not one of the below insurance, or any other insurance of his choice from an insurance specialist. **Taking out of one of the below insurance is however strongly recommended** to Vintage Rider to cover risks inherent in the Motorcycle Tours so as to cover the damages caused to the Vintage Rider and/or third parties.

Vintage Rides cannot be held liable for not taking out of a suitable risk insurance by the Vintage Rider. The information provided in this article does not constitute the general or special terms and conditions of the insurance contracts, to which the Vintage Rider must refer for any subscription to one of these options, and which are available on the Website or provided by vintage Rides on request.

The information regarding the risks covered and those excluded by each of the proposed insurance options proposed by the specialist partner are provided to the Vintage Rider on his request.

ALLIANZ TRAVEL/ Mondial Assistance, especially offers the following services:

<https://www.allianz-voyage.fr/assurances/vacances/>

ATTENTION: These contracts include disclaimer or exclusion clauses, to which it is recommended to pay special attention.

## 7. ADMINISTRATIVE AND HEALTH INFORMATION

### 7.1. INFORMATION ON SAFETY AND HEALTH HAZARDS

It is strongly recommended to the Vintage Rider, in addition to the information that is provided to him for information only by Vintage Rides, in the contractual documents, with regard to the administrative and health formalities:

1. To learn about the destination of his trip from the competent authorities, such as the concerned embassy or consulate, or even from the Ministry of Foreign Affairs, as well as the town hall for administrative formalities;
2. Also to consult the following official websites:

**For administrative formalities, on the website of the Ministry of Foreign Affairs**, the form of the destination country; and particularly the following addresses:

<http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/>

<http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/infos-pratiques/>

<http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/dernieres-minututes/>

- For administrative formalities too, the **official website of ESTA**, in case of departure to the United States;

- For health hazards, the **websites of the Ministry of Health and World Health Organization (WHO)**, and the "Health" section of each country form of the Ministry of Foreign Affairs.

### 7.2. ADMINISTRATIVE AND HEALTH FORMALITIES

**THE VINTAGE RIDER, DULY INFORMED BY VINTAGE RIDES AS TO THE OBLIGATION TO PROCEED WITH THE ADMINISTRATIVE PROCEDURES RELATED TO OBTAINING OF VISAS AND/OR TO UPDATE HIS VACCINES, IS ONLY RESPONSIBLE FOR CORRECT PERFORMANCE OF THESE PROCEDURES.**

IF THESE PROCEDURES ARE DECISIVE FOR PARTICIPATION IN THE Motorcycle Tour, THE VINTAGE RIDER CANNOT TURN AGAINST VINTAGE RIDES, IF HE CANNOT PARTICIPATE IN THE Motorcycle Tour DUE TO NON-COMPLIANCE WITH THESE PROCEDURES.

It is up to him to check and keep himself informed of the deadlines for obtaining visas and/or vaccines that are applicable in his particular case, in addition to the information provided to him in this regard by Vintage

Rides for information only.

Concerning specially the administrative formalities, before the beginning of any Motorcycle Tour, it is up to the participating Vintage Rider to check that he has a valid identity document (passport, national identity card in the case where it is sufficient), as well as any other specific administrative document that may be required (visa/ESTA, family record book, exit permit, etc.)

When the administrative formalities to be fulfilled for entry into one or more countries of the Motorcycle Tour require to obtain a visa or any other type of permission, Vintage Rides informs the citizens of French nationality about it in the contractual documents.

It is the responsibility of the Vintage Rider national of France, to complete the formalities for obtaining visas or other authorizations from the competent authorities and at his expense.

**The persons of foreign nationality should inform themselves and find out before undertaking a Motorcycle Tour about the required administrative and health formalities particularly from the competent embassies or consulates.**

**In addition, it is up to the Vintage Rider to check for his particular case, that he has all the necessary personal documents to legally drive a Vehicle in the destination(s) of the Motorcycle Tour.**

Furthermore, some transport companies, such as airline companies can implement specific formalities to comply with. It is up to the Vintage Rider to check these formalities during booking of tickets.

**Vintage Rider is informed that all the above mentioned information is likely to change at any time, until the day of departure, particularly in cases of health hazards (such as epidemics) or weather conditions.**

**It is up to each Vintage Rider to verify from the competent authorities that the information that he has is still valid** and thus keep himself informed of any update of administrative and/or health formalities that he must complete, until the day before his departure.

**In addition, it is the sole responsibility of the Vintage Rider to follow all the recommendations issued particularly in case of a health hazard, by the competent authorities in France and on the spot by organizations recognized in the health sector (such as WHO), or even by Vintage Rides and/or other service providers, and to keep them informed on a day-to-day basis, to which he expressly commits as part hereof.**

VINTAGE RIDERS COMMIT TO KEEP HIMSELF INFORMED AND FOLLOW ALL THE ABOVE MENTIONED INFORMATION AND RECOMMENDATIONS AS PART HEREOF.

## 8. MINORS

The Motorcycle Tours are not intended for minors, understood as persons less than eighteen (18) years of age.

Vintage Rides reserves the right to deny participation to any minor, as well as any person wishing to participate in a Motorcycle Tour, depending on its physical condition, or even if it deems that there are any risks for the safety and/or health of that person.

However, Vintage Rides can allow participation of minors in the Motorcycle Tours, when the technical conditions allow it and if they are accompanied by adults who are legally responsible for them (father, mother or guardian) for the entire duration of the Motorcycle Tour concerned.

If applicable, acceptance by Vintage Rides of a minor among the participants in a Motorcycle Tour would in no case be considered as acceptance of the care of this minor in place of his legal guardian.

If the participation of a minor is allowed, the booking requests concerning minors should therefore be made by the persons who are legally responsible for them (father, mother or guardian).

All bookings must be made, and all registration forms for a minor signed, exclusively by said responsible for the minor and preceded by the word "*consent of father/mother/guardian [name and surname] of [name and surname of the minor]*", as well as a handwritten statement.

Furthermore, said person responsible for the minor must ensure that the latter fulfills all the conditions required for participation in the Motorcycle Tours (such as age, required level, physical condition of the minor, possession of all required valid identity documents and

completion of all administrative and health formalities, etc.).

## 9. BOOKING STEPS

### 9.1. ESTIMATE

The Vintage Rider who wants to find out about a Motorcycle Tour has the option to request a estimate from Vintage Rides.

This request can be made:

- on the Website *via* "contact form/send us a message" or chat;
- by e-mail to the address indicated on the Website;
- on social networks by sending a private message to Vintage Rides;
- by telephone by calling the number indicated on the Website;
- physically, during an event attended by Vintage Rides or following a trip;
- through an intermediary (B2B, business getters, etc.).

When he requests a estimate, the Vintage Rider allows Vintage Rides to contact him to prepare this estimate. Vintage Rides contacts the Vintage Rider to exchange with him and send him the estimate by e-mail.

In accordance with the provisions of articles L. 211-8 and R. 211-4 of the Tourism Code, the estimate prepared by Vintage Rides states the main features of the proposed services related to transport and accommodation, contact details of the vendor and the organizer, price and payment terms, booking cancellation conditions, information on insurance, border crossing conditions.

The estimate is accompanied by the Terms and Conditions of Sale and a Summary of rights of Vintage Riders (Appendix 1 of Terms and Conditions of Sale).

### 9.2. REGISTRATION FORM AND ACCEPTANCE OF THE Motorcycle Tour

Once the items in the estimate are laid down between the Parties, Vintage Rides sends an e-mail to the Vintage Rider, in order to send him the corresponding Registration Form, accompanied by the Terms and Conditions of Sale, a Summary of rights of Vintage Riders (Appendix 1 of Terms and Conditions of Sale) and a tour program.

These documents are sent to the Vintage Rider as a "DocuSign" envelope to electronically sign all documents.

### 9.3. PAYMENT OF Motorcycle Tour

The e-mail sent to the Vintage Riders also contains a payment link, as well as the bank details of Vintage Rides, thus leaving the Vintage Rider with the choice between **credit/debit card payment directly online or by bank transfer**.

**Payments by bank cheque and cash are not allowed.**

**In case of payment by credit/debit card online**, before validation of the payment, a summary page is shown to the Vintage Rider, allowing him to check the details of his booking and corresponding total price including taxes, and the way to exit it before final validation.

Vintage Ride then confirms the payment form with a "click" on the button marked "*order with obligation to pay*".

Vintage Rides has implemented a secure payment procedure for payments made online.

This procedure is based on the information encryption technology, reference for secure payment. During payment, the Vintage Rider enters the number, expiry date and CVV of his credit/debit card, which are immediately encrypted before being sent to the bank of Vintage Rides by Internet. Payment will be made immediately, unless the server is down.

Providing credit/debit card number online and confirmation of the booking on the Website will be proof of acceptance of the booking in accordance with the provisions of the Law no. 2000-230 as of March 13, 2000 adapting the law of evidence to information technology and related to electronic signature and will mean payability of amounts charged for the bookings.

This validation means signing and express acceptance of all bookings made on the Website.

The computerized registers saved in the computer systems of Vintage Rides, under the conditions envisaged by the Law no. 78-17 as of January 6, 1978 on Information Technology, Data Files and Civil Liberties in France, will be considered as the proof of communications and transactions between Vintage

Rides and the Vintage Rider.

The credit/debit cards accepted are: Visa, Mastercard, CB. These payment cards should be issued by a bank or financial institution in compliance with the legal provisions, and the Vintage Rider certifies as part hereof, to be holder of the credit/debit card used.

**In case of payment by bank transfer**, the Vintage Rider then agrees to clearly mention the invoice number within his transfer.

In case of an incident related to online payment, Vintage Rides reserves the right to suspend or cancel the booking (payment failure or partial payment, fraud, attempt to fraud related to the use of means of payment, etc.).

Any bank charges are to be borne by the Vintage Rider (including in case of refund).

In the case where Vintage Rides resorts to third parties to facilitate payment transactions and ensure their security, it is up to the Vintage Rider to be aware of the conditions of these third parties before any transaction.

## 9.4. CONFIRMATION OF REGISTRATION

Once payment of the advance payment deposit has been made, a registration confirmation is sent to the Vintage Rider by e-mail, especially with the attachments: Registration Form; Summary of right of relevant Vintage Riders; Conditions of Sale; Commitments of Vintage Rider; Information Note on "Freedom Formula" Appendix (if applicable).

The confirmation of registration especially indicates the delay in carrying out payment of the balance.

If necessary, a reminder e-mail is sent to the Vintage Rider to carry out payment of balance, within the time limit indicated by Vintage Rides.

Once the balance has been paid, a payment confirmation is sent by e-mail to the Vintage Rider.

In the absence of payment of the balance, the booking will be cancelled at the expense of the Vintage Rider (no return of the advance payment deposit and without prejudice to the possible costs of cancellation as mentioned in the rate chart below).

If after forty-five (45) days prior to departure, the price including taxes pursuant to the booking is due, it shall be paid in full by the Vintage Rider.

Vintage Rides commits to issue an invoice to the Vintage Rider, as part of confirmation of his booking.

Any payment from the Vintage Rider is subject to a written confirmation from Vintage Rides.

The Vintage Riders are informed that they cannot exercise the right of withdrawal envisaged in Article L. 221-18 of the Consumer Code, in accordance with the provisions of article L. 221-28 of the Consumer Code.

## 10. DATE OF BOOKING, DATE OF Motorcycle Tour AND EFFECTIVENESS HEREOF

**Booking date** corresponds to the date of receipt of the registration confirmation by the Vintage Rider, which is sent by Vintage Rides by e-mail after payment of the first advance payment deposit for the Motorcycle Tour (via online payment form or by bank transfer).

**Date of Motorcycle Tour** is the start date of the Motorcycle Tour as indicated on the Registration Form and confirmed in writing by Vintage Rides prior to the departure, except express modification notified in writing by Vintage Rides prior to the departure in accordance herewith.

These Special Terms and Conditions of Sale becomes effective from the date of their acceptance by the Vintage Rider in accordance with the terms of acceptance defined herein.

## 11. PRICE

### 11.1. PRICE CHARACTERISTICS

The prices of Motorcycle Tours are indicated to the Vintage Rider in Euros and all taxes included (T.T.C.) and are payable under the same conditions. The amount corresponding to the deposit is indicated to the Vintage Rider as a percentage of the total price of the booking, in addition to the indication of its amount including taxes.

The prices displayed on the Website are for information only. Similarly, the prices (including the deposit) indicated on the estimate sent to the Vintage Rider correspond to the prices applied by Vintage Rides on the date of preparation of the estimate and are only sent for information purposes.

THE PRICE AND DEPOSIT APPLICABLE TO THE BOOKING OF ANY Motorcycle Tour ARE THE PRICE INCLUDING TAXES AND DEPOSIT IN PERCENTAGE INDICATED ON THE REGISTRATION FORM SENT TO THE VINTAGE RIDER.

Mention of the price including taxes on the Registration Form is without prejudice to any additional fees or costs that may be charged to the Vintage Rider, under the selection of options or any additional or subsequent booking that he would make, or because of external circumstances that result in change of the booking price, in accordance herewith. The Vintage Rider is informed of any additional costs that may be charged to him, in a clear and legible manner, as well as the optional nature or not of these costs.

The total price including taxes indicated for the booking of a Motorcycle Tour corresponds to the price charged by Vintage Rides on the booking date (as defined herein). This price only covers the services included in the Motorcycle Tour, as specified in the Registration Form.

## 12.2. INCREASE OR DECREASE IN PRICE

After conclusion of the Contract, the Vintage Riders are informed that this price is likely to be increased by Vintage Rides, in accordance with the provisions of articles L. 211-12 and R. 211-8 of the Tourism Code, to take into account the following changes:

1. Price of passenger transport resulting from the cost of fuel or other sources of energy;

2. Level of taxes or fees on travel services included in the contract, imposed by a third party who does not directly participate in execution of the contract, including tourist fees, landing fees or boarding and disembarkation fees at ports and airports;

3. Exchange rates related to the Contract.

In case of reduction in price resulting from the same changes, Vintage Rides will deduct its actual administrative expenses from the refund payable to the Vintage Rider. At the request of the Vintage Rider, Vintage Rides provides proof of these administrative expenses.

In case of increase in price less than 8% of the price including taxes of the Motorcycle Tour, the Vintage Rider will be informed in writing and said increase cannot occur after the deadline fixed at twenty (20) days before the date of start of the Motorcycle Tour. After this deadline, the price is firm and final.

If an additional cost is generated by cancellation of one or more participants, as a result of which the minimum number of participants required - and of which the Vintage Riders have been informed before entering into agreement - is no longer reached, the Vintage Riders can keep the booking provided that they bear, equally, the additional cost generated by this cancellation. Otherwise, the booking will be cancelled, without prejudice to application of any cancellation fees as defined herein.

This new price may be increased or decreased.

## 12. CANCELLATION, TERMINATION OF THE BOOKING AND REFUND

### 12.1. BEFORE DEPARTURE

#### A/ Minor changes by Vintage Rides

Vintage Rides reserves the right to make minor changes to the Contract prior to the departure.

Vintage Rides informs the Vintage Rider about it in writing, in a clear, understandable and apparent manner.

**B/ Modifications covering: (i) an essential factor of the Contract; (ii) failure of Vintage Riders to meet the requirements agreed by Vintage Rides; (iii) an increase in the price of the Motorcycle Tour higher than 8%**

According to article R.211-9 of the Tourism Code, when observance of one of the essential components of the Contract is made impossible due to an external event which is imposed upon Vintage Rides and/or when Vintage Rides cannot meet the special requirements of the Vintage Rider agreed by Vintage Rides and/or in case of price increase greater than 8% of the price including taxes of the Motorcycle Tour, Vintage Rides informs the Vintage Rider in writing as soon as possible:

- proposed modifications and, if applicable, their impact on the price of the Motorcycle Tour (up or down);

- the Vintage Rider must communicate to Vintage Rides, as soon as possible, its decision to accept the modifications or terminate the Contract.

**In case of cancellation of the Contract, Vintage Rides will refund all payments made by the Vintage Rider as soon as possible and in any event no later than fourteen (14) days after termination of the Contract, without prejudice to compensation pursuant to article L. 211-17 of the Tourism Code.**

**In case of acceptance of the proposed changes,** a contractual amendment detailing the changes made to the Contract is then resolved between the Parties.

It is specified that any reduction in the price of the Motorcycle Tour is deducted from the amounts possibly remaining due from the Vintage Rider and, if the payment already made by the latter exceeds the modified price of the Motorcycle Tour, the overpayment must be returned to him before the date of his departure.

#### C/ Cancellation by Vintage Rides before departure

Pursuant to the provisions of article L. 211-14 of the Tourism Code, Vintage Rides is entitled to terminate the Contract if:

- the number of persons registered for the concerned tour is less than the minimum number indicated in the Contract and that Vintage Rides informed the Vintage Rider about it at the latest: (i) twenty (20) days before start of the Motorcycle Tour in case of a trip whose duration exceeds six (6) days; (ii) seven (7) days before start of the Motorcycle Tour in case of a trip whose duration is two (2) to six (6) days; (iii) forty-eight (48) hours before start of the Motorcycle Tour in case of a trip whose duration is not more than two (2) days;

- Vintage Rides is unavailable to fulfill the Contract due to exceptional and unavoidable circumstances and notifies termination of the Contract to the Vintage Rider as soon as possible before start of the Motorcycle Tour.

In these circumstances, Vintage Rides will refund to the Vintage Rider the payments made, minus the appropriate cancellation fees, as soon as possible and in any event within fourteen (14) days from termination of the Contract.

If Vintage Rides meets the aforementioned conditions regarding the notice period particularly, it will not be obliged to additional compensation. Otherwise, this additional compensation that the Vintage Rider is likely to receive is at least equal to the penalty that he would have incurred if the cancellation had been made by him on that date.

The above mentioned provisions in no way preclude the conclusion of an amicable agreement between the Parties for the purpose of acceptance, by the Vintage Rider, of an alternative tour or holiday package offered by Vintage Rides.

#### D/Modification of booking by the Vintage Rider

In case of modification of one of the components of the booking by the Vintage Rider, the Vintage Rider will be charged an additional price without prejudice to any costs associated with modification of the booking after signing the Registration Form.

#### E/Cancellation of booking by the Vintage Rider

In case of cancellation of the booking by the Vintage Rider, the latter will be charged a reasonable standard cancellation fee, calculated based on the date of cancellation of the Contract before start of the Motorcycle Tour and cost savings and expected revenue from the provision of the concerned Motorcycle Tours, according to the following rate charts:

*Rate chart of total cancellation fees, except special case:*

- **More than 60 days before departure date:** fifteen percent (15%) of the total price including taxes shown in the Registration form, plus processing costs of an amount of one hundred and fifty Euros (€ 150) per person and bank transfer fees of an amount of sixty Euros (€ 60) per refund(s) done.

- **60 to 31 days before departure date: twenty-five percent (25%) of the total price including taxes shown in the Registration Form, plus processing costs of an amount of one hundred and fifty Euros (€ 150) per person and bank transfer fees of an amount of sixty Euros (€ 60) per refund(s) done.**

- **30 to 21 days before departure date:** fifty percent (50%) of the total price including taxes shown in the Registration form, plus processing costs of an amount of one hundred and fifty Euros (€ 150) per person and bank transfer fees of an amount of sixty Euros (€ 60)

per refund(s) done.

#### - 20 to 8 days before departure date:

Seventy-five percent (75%) of the total price including taxes shown in the Registration form, plus processing costs of an amount of one hundred and fifty Euros (€ 150) per person and bank transfer fees of an amount of sixty Euros (€ 60) per refund(s) done.

- **Less than 8 days before the departure date: 100%** of the total price including taxes shown in the Registration form.

- **In case of no-show on the day of departure: 100 %** of the total price including taxes shown in the Registration form

*Rate chart of partial cancellation fees, except special case:*

If one or more travelers registered on the same Registration form cancel their participation in a trip maintained for the other participants:

- *for personal services (non-shared):* the rate chart of above cancellation fees will be calculated for the traveler (s) who cancels on the price of the services (transport tickets...) not used for the trip on the date of cancellation;

- *for shared services:* fees equal to 100% of the price including taxes provided to the Vintage Rider for his participation in the shared services, regardless of the date of cancellation, will be charged to the participant(s) who cancels on their share of shared services of the trip.

When several Vintage Riders have registered on the same Registration Form and one of them cancels his trip, the cancellation fees are deducted from the amounts collected by Vintage Rides Team for this application, regardless of the author of the payment.

*Special cases:*

- 100% of cancellation fees may be applied upon registration on some hotels.

- 100% of cancellation fee for all tickets issued.

- Vintage Rides may offer to the Vintage Rider the products whose nature is exceptional either due to very favorable rates, or on dates which correspond to major events (peak tourist season) or for other reasons that may lead to modification of rate chart of cancellation fees. In such cases, the cancellation fees that will be applied will be specified in the advance notification document on the trip. The other provisions hereof will continue to be applied.

In case of cancellation, for any reason whatsoever, the costs outside the trip subscribed through the Vintage Rides platform and incurred by the Vintage Rider such as transport costs up to the place of departure of the trip and return to home, fees for obtaining visas, travel documents, vaccination costs, will not be subject to any refund.

**Booking of the Vintage Rider is final upon payment of the advance payment deposit. It cannot be subject to any refund outside causes strictly listed herein.**

### 12.2 AFTER DEPARTURE

The Vintage Rider informs Vintage Rides, as soon as possible in view of the circumstances of the case, of any non-compliance found during execution of the Motorcycle Tour.

Vintage Rides rectifies the non-compliance, unless that is impossible or leads to disproportionate costs, given the non-compliance and value of the services of the concerned Motorcycle Tour. If Vintage Rides does not rectify the non-compliance, the Vintage Rider can:

- ask for a price reduction and, in case of separate damages, claim for damages pursuant to article L. 211-17 of the Tourism Code;

- at the end of a reasonable time limit, rectify it himself and claim reimbursement of the necessary expenses.

When the other services offered result in a Motorcycle Tour of quality lower than that specified in the Contract, Vintage Rides gives an appropriate price reduction to the Vintage Riders.

The Vintage Riders may refuse the other services offered only if they are not comparable to what was foreseen in the Contract or if the price reduction granted is not appropriate.

When a non-compliance significantly disrupts execution of the Motorcycle Tour and when Vintage Rides does not rectify it within a reasonable time limit



set by the Vintage Rider, the latter may terminate the Contract without paying cancellation fee and demand, if applicable, in accordance with article L. 211-7 of the Tourism Code, a price reduction and in case of separate damage, claim for damages.

If it is impossible for Vintage Rides to offer other services or if the Vintage Rider refuses the other services offered (if it is not comparable to what was foreseen in the Contract or if the price reduction granted is not appropriate), the Vintage Rider is entitled, if there is a price reduction and, in case of separate damage, to claim for damages in accordance with Article L. 211-7 of the Tourism Code, without cancellation.

In case of non-compliance significantly disrupting execution of the Motorcycle Tour, if the Contract includes transport of passengers, Vintage Rides also provides to the Vintage Rider, repatriation by an equivalent means of transport, as soon as possible as per the circumstances of the case and at no additional cost for the traveler.

When it is impossible, due to exceptional and unavoidable circumstances, to ensure return of the Vintage Rider as foreseen in the Contract, Vintage Rides bears the necessary accommodation costs, if possible of equivalent category, for a maximum duration of three (3) nights per Vintage Rider.

The Vintage Rider will not be entitled to any compensation if Vintage Rides proves that the non-compliance is attributable either to the Vintage Rider, or to a third party foreign to the provision of services included in the Motorcycle Tour and is of an unpredictable or unavoidable nature, or to exceptional and unavoidable circumstances.

### 13. TRANSFER OF BOOKING TO A THIRD PARTY

In accordance with the provisions of **articles L. 2111 and R. 2117 of the Tourism Code**, the Vintage Rider has the right to transfer his booking to any third party who fulfills the conditions required for the Motorcycle Tour.

If necessary, the Vintage Rider shall inform Vintage Rides of the transfer of his booking to a third party by any means making it possible to acknowledge its receipt, no later than seven (7) days before start of the Motorcycle Tour, at the contact address mentioned herein. In the case of a cruise, this period is increased to fifteen (15) days.

The Vintage Rider and the transferee third party of the booking will be jointly and severally liable towards Vintage Rides for payment of the balance price, additional costs that may be incurred as a result of this transfer, as well as any amount which will be charged to it under the booking in accordance herewith.

### 14. SECURITY DEPOSIT

The Vintage Rider is informed that he must pay a security deposit of **four hundred (400) Euros** under provision of the Vehicle to him. The amount of the security deposit may vary depending on the chosen destination and will be communicated to the Vintage Rider prior to his booking. The security deposit must be handed over to Vintage Rides before the start date of the Motorcycle Tour.

This security deposit is returned to the Vintage Rider at the end of the Motorcycle Tour, unless deduction of any costs of repair or replacement of all or part of the Vehicle and/or its accessories (rear-view mirrors, turn signals, etc.) that would be borne by him in case of damage suffered by the Vehicle.

If the repair costs exceed the amount of the security deposit, Vintage Rides reserves the right to claim from the Vintage Rider, amicably or through the courts failing agreement between the Parties, the reimbursement of costs incurred, which will be subsequently charged to the Vintage Rider separately. Vintage Rides will also require under the same conditions as mentioned above, the reimbursement of any amount which would be borne by it:

- for repair of damages suffered by Vintage Rides, or by any third party, resulting from non-observance by the Vintage Rider hereof, French laws and regulations or those applicable in the country of execution of the Motorcycle Tour (fines, bails due to non-compliance with a local rule by the Vintage Rider, etc.);
- for reimbursement of any other losses, debts, or expenses resulting from non-compliance with above mentioned rules (fine by public authorities, claims from service providers, etc.).

### 15. LIABILITY OF VINTAGE RIDES

**Pursuant to its professional liability, Vintage Rides is insured by HISCOX Europe Underwriting Unlimited, 2 Rue Louis le Grand 75002, Paris, France under the contract RCAPST/PROV dated 01/01/2015**

### under the Professional Liability Insurance.

Vintage Rides is liable for proper execution of all travel services included in the Motorcycle Tour, in accordance with article L. 211-16 of the Tourism Code and is required to help the Vintage Rider if he is in trouble, in accordance with article L. 211-17-1 of the Tourism Code.

In accordance with the provisions of article L.211-16 of the Tourism Code, Vintage Rides can be exempted from its liability by proving that the damage is attributable:

- either to the Vintage Rider; it is thus particularly in its case:

- o to losing or stealing of tickets by the Vintage Rider;
- o to absence of the Vintage Rider on the day of start of the Motorcycle Tour (denied boarding, premature landing, etc.);
- o to failure of submission by the Vintage Rider of the identity documents required for travel, or submission of invalid documents and/or not compliant with the registration or customs policy services;
- o to an incident/accident, especially traffic accident, or personal injury which would result from a personal initiative of the Vintage Rider, or any recklessness on his part or any failure by the latter to fulfill his obligations as part of driving of the Vehicle made available to him, with regard to for example the Highway Code and the traffic regulations applicable in the country of driving, to the instructions given to him (safety, wearing helmet and all necessary equipment, etc. ) or even improper use of the Vehicle.

As a result, the costs and out-of-pocket expenses incurred by an incident/accident, including a traffic accident, due to the Vintage Rider will be the sole responsibility of the latter.

- either to a third party foreign to the provision of the Motorcycle Tour and has unpredictable or unavoidable nature;

- or to exceptional and unavoidable circumstances; it is thus particularly in its case:

- o or to strike of transport services, air traffic controllers, hotel staff, or any personnel related to performance of all or part of the Motorcycle Tour;
- o to riots, uprisings, social movements;
- o to cancellation imposed by climatic, geographical, health or political conditions threatening the life of the Vintage Rider, his safety or health, or preventing successful performance of the Motorcycle Tour;
- o to cancellation at the request of an administrative authority or any other competent French or foreign (local) public authority;
- o to natural disasters, bad weather or weather conditions making it impossible to perform all or part of the Motorcycle Tour for Vintage Rides, regardless of the will of the latter.

### 16. COMPLAINT - CONTACT

#### 16.1. COMPLAINTS

The Vintage Rider has the option to send any complaint related to the Motorcycle Tour to Vintage Rides.

The complaint shall be accompanied by supporting documents and sent via courier with acknowledgment of receipt to Vintage Rides at the contact postal address below.

The complaint must be sent to Vintage Rides within a maximum period of thirty (30) days from the end of the Motorcycle Tour. After that period, any complaint made cannot be accepted and will be declared inadmissible.

No complaint will be accepted for losses, damage(s) or theft(s) of luggage, clothing or personal items placed under the personal supervision of the Vintage Rider during the holiday, unless proven fault of Vintage Rides or service providers involved in execution of the Motorcycle Tour.

Failing a satisfactory response to his complaint, within sixty (60) days from the notice by the Vintage Rider of this complaint to Vintage Rides at the contact address mentioned below, the Vintage Rider is free to approach the Tourism and Travel Mediator, whose contact details and referral procedures are available on the Website of the latter accessible at the following address: [www.mtv.travel](http://www.mtv.travel).

Tourism and Travel mediator is responsible for amicable settlement of disputes arising between the air transport, travel or tourism service providers and their Vintage Riders.

The Vintage Riders can also obtain information on the online settlement of disputes on the European platform, at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?vent=main.home.show&lng=FR>.

#### 16.2. CONTACT

Any request for information, clarification and booking follow-up, as well as any complaint under this article, can sent to Vintage Rides at the addresses shown on the website.

### 17. PROTECTION OF PERSONAL DATA

In accordance with the provisions of Law No. 78-17 as of January 6, 1978 on Information Technologies, Data Files and Civil Liberties, Vintage Rides commits to respect personal data of the Vintage Riders, and of any person concerned whose personal data would be collected by Vintage Rides (hereinafter, the "**Person Concerned**") as part of the estimate request, booking and participation in the Motorcycle Tours, or even during any exchange with the latter as part of its business.

Personal data of the Vintage Rider/Person Concerned are information which enable to identify the latter directly or indirectly, within Article 2 of the Data Protection Act.

The Vintage Riders/Persons Concerned are required to provide this type of information (full name, email or postal address) voluntarily during an online estimate request and where appropriate during a booking with Vintage Rides.

**PERSONAL DATA COLLECTED BY VINTAGE RIDES MAY BE USED BY THE LATTER, ITS EMPLOYEES OR ITS SERVICE PROVIDERS FOR THE PURPOSE OF PROVIDING Motorcycle Tours TO THE VINTAGE RIDERS/PERSONS CONCERNED AS PART OF ITS ACTIVITY, AND PARTICULARLY FOR PROCESSING OF BOOKINGS MADE WITH VINTAGE RIDES OR TO ACCEDE ANY REQUEST OR QUESTION REGARDING THE WEBSITE OR SERVICES OFFERED AS PART OF THE Motorcycle Tour.**

**THE VINTAGE RIDERS/PERSONS CONCERNED ARE INFORMED THAT VINTAGE RIDES IS LIKELY TO SEND THEIR PERSONAL DATA TO THIRD-PARTIES, SUBJECT TO EXPRESS AND PRIOR CONSENT OF THE VINTAGE RIDER/PERSON CONCERNED OR ANY COMPETENT PUBLIC AUTHORITY WHEN THE LAWS AND REGULATIONS IMPOSE IT UPON IT.**

Personal data of the Vintage Riders/Persons Concerned will be kept strictly confidential by Vintage Rides and can be re-used only for the purposes for which they were collected and for the purposes to which the persons concerned have expressly consented, in compliance with the provisions of the aforementioned Data Protection Act.

For any other use of personal data of the Vintage Riders/Persons Concerned, for purposes other than those mentioned above, Vintage Rides commits to get prior consent of the Vintage Riders/Persons Concerned in accordance with the provisions of the Data Protection Act in France.

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLES 38 AND FOLLOWING OF THE DATA PROTECTION ACT, ALL VINTAGE RIDERS/PERSONS CONCERNED HAVE A RIGHT OF OBJECTION, ACCESS, RECTIFICATION OR DELETION OF ITS PERSONAL DATA, THAT THEY ARE FREE TO EXERCISE BY CONTACTING VINTAGE RIDES AT THE CONTACT ADDRESS MENTIONED HEREIN.

### 18. APPLICABLE LAW AND COMPETENT JURISDICTION

These Terms and Conditions of Sale are subject to French law and more specifically to the relevant provisions of the Tourism Code, the Consumer Code and the Civil Code, as well as Law No. 2004-575 for confidence in the digital economy dated June 21, 2004 or even the Code of Intellectual Property and Information Technology and Civil Liberties.

Any dispute relating to these presents will be brought before one of the jurisdictions territorially competent under the Code of Civil Procedure.

The Vintage Rider has the opportunity to submit any dispute before the jurisdiction of the place where he lived at the time of the conclusion of the Contract, or before the place of the occurrence of the harmful event.

In any case, the Vintage Rider is duly informed that he is entitled to resort to mediation in accordance with the provisions of Article L. 111-1 of the Consumer Code.

### 19. LANGUAGE OF CONTRACTUAL DOCUMENTS

Any booking made with Vintage Rides is done in French. However, the Terms and Conditions of Sale translated into English are also available to the Vintage Rider during the booking.

### 20. INTERPRETATION

In case of difficulty in interpretation between one or

more titles and one or more stipulations hereof, the titles will not be taken into account.

## 21. PARTIAL INVALIDITY

If one of the stipulations hereof would prove to be null or unenforceable, it would be considered as unwritten without the validity of other stipulations hereof being challenged, however provided that the general economy hereof is not significantly affected by deletion of the relevant stipulation.

# GENERAL TERMS AND CONDITIONS OF SALE

In accordance with the provisions of article R.211-12 of the Tourism Code, articles R. 211-3 to R. 211-11, related to the contract of sale of travel and holiday packages, are reproduced below and constitute the GTCs of Vintage Rides.

**Article R.211-3** Any offer and any sale of travel and holiday services lead to submission of appropriate documents which meet the rules defined by this section.

**Article R. 211-3-1** Exchange of pre-contractual information or the provision of contractual conditions is made in writing. They can be done electronically. The name or corporate name and address of the organizer or vendor as well as the indication of its registration in the register envisaged in article L. 141-3 or, where applicable, the name, address and indication of the registration of the federation or the union mentioned in the second paragraph of article R. 211-2.

**Article R.211-4** Prior to conclusion of the contract, the organizer or vendor must provide to the traveler the following information:

1. The main features of the travel services:

a) The destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;

b) The means, characteristics and categories of transport, places, dates and time of departure and return, the duration and place of stops and connections. When the exact time is not yet fixed, the organizer or vendor informs the traveler of the approximate time of departure and return;

c) The location, main features and, if applicable, the tourist category of the accommodation under the rules of the destination country;

d) Meals provided;

e) Visits, excursions or other services included in the total price agreed for the contract;

f) When this is not apparent from the context, if any travel services will be provided to the traveler as a member of a group and, in this case, if possible, the approximate size of the group;

g) Where the benefit of other Motorcycle Tours provided to the traveler is based on effective verbal communication, the language in which such services will be provided;

h) Information on whether travel or holiday stay is, generally, suitable for persons with reduced mobility and, at the traveler's request, specific information on suitability of the trip or holiday stay to the needs of the traveler;

2. Corporate name and geographical address of the organizer and the vendor, as well as their telephone and, if applicable, e-mail contact details;

3. The total price including taxes and, if applicable, all fees, charges or other additional costs, or, where these cannot be reasonably calculated before conclusion of the contract, an indication of the type of additional costs that the traveler may still have to bear;

4. The payment terms, including the amount or percentage of the price to be paid as a dt and schedule for payment of the balance, or financial securities to be paid or to be provided by the traveler;

5. The minimum number of persons required for performance of the trip or holiday and the deadline mentioned in III of article L. 211-14 preceding the start of the trip or holiday for possible termination of the

contract in case where this number would not be reached;

6. General information regarding the conditions applicable to passports and visas, including the approximate duration of obtaining visas, as well as information on the health formalities of the destination country;

7. A note indicating that the traveler can terminate the contract at any time prior to start of the trip or holiday, through payment of appropriate cancellation fee or, if applicable, standard cancellation fee claimed by the organizer or vendor, in accordance with I of Article L. 211-14;

8. Information on compulsory or optional insurance covering the cancellation fee of the contract by the traveler or on the cost of assistance, covering repatriation, in case of accident, illness or death.

With regard to the packages defined in e of point 2 of A of II of Article L. 211-2, the organizer or vendor and the professional to whom the data is transmitted ensures that each of them provides, before the traveler is bound by a contract, the information listed in this article to the extent that it is relevant for the travel services that it offers.

The form by which the information listed in this article is brought to the knowledge of the traveler is laid down by joint decree of the Minister of Tourism and Minister of Economy and Finance. This decree specifies the minimum information to be brought to the knowledge of the traveler when the contract is concluded by telephone.

**Article R.211-5** The information mentioned in 1, 3, 4, 5. and 7. of Article R. 211-4 communicated to the traveler forms part of the contract and can only be amended under the conditions defined in Article L. 211-9.

**Article R.211-6** The contract must include, in addition to the information defined in Article R. 211-4, the following information:

1. Special requirements of the traveler that the organizer or the vendor has accepted;

2. A note indicating that the organizer as well as the vendor are responsible for proper execution of all travel services included in the contract in accordance with Article L. 211-16 and that they are required to provide assistance to the traveler if he is in trouble, in accordance with article L. 211-17-1;

3. Name of the entity responsible for protection against insolvency and its contact details, including its geographical address;

4. Name, address, telephone number, e-mail address and, if necessary, fax number of the local representative of the organizer or vendor, of a contact point or another service through which the traveler can quickly contact the organizer or the vendor and communicate with it effectively, ask for help if the traveler is in trouble or complain about any non-compliance found during the execution of the trip or holiday.

5. A note indicating that the traveler is required to report any non-compliance that he finds during execution of the trip or holiday in accordance with II of Article L. 211-16;

6. When minors, unaccompanied by a parent or other authorized person, travel on the basis of a contract including accommodation, information allowing to establish direct contact with the minor or the person responsible for the minor at the place of stay of the minor;

7. Information on the internal procedures available for handling of complaints and on the out-of-court dispute settlement actions and, if applicable, on the entity to which the professional belongs and on the platform for online settlement of disputes by the Regulation (EU) No. 524/2013 of the European Parliament and the Council;

8. Information on the right of the traveler to transfer the contract to another traveler in accordance with Article L. 211-11.

With regard to the packages defined in e of point 2 of A of II of Article L. 211-2, the professional to whom the data is transmitted informs the organizer or the vendor of conclusion of the contract giving rise to creation of a package. The professional provides it the necessary information to allow it to fulfill its obligations as an

organizer. As soon as the organizer or the vendor is informed of creation of a package, it provides to the traveler, in a durable medium, the information mentioned in 1. to 8..

**Article R.211-7** The traveler can transfer his contract to a transferee who fulfills the same conditions as him to carry out the trip or holiday, as long as this contract has no effect.

Unless stipulation more favorable for the transferor, the latter is bound to inform the vendor or organizer of his decision by any means enabling to obtain an acknowledgment of receipt from it no later than seven days before start of the trip. This transfer is not subject, in any case, to prior permission of the vendor or organizer.

**Article R.211-8** When the contract includes an express option of price revision, within the limits envisaged in Article L. 211-12, it must mention the precise terms of calculation, both upward and downward, price variations, and particularly the amount of transport costs and taxes related thereto, the currency or currencies that may affect the price of the trip or holiday, the part of price to which the variation applies, the exchange rate of the currency or currencies used as reference during the pricing shown in the contract.

In case of a price reduction, the organizer or the vendor is entitled to deduct its actual administrative expenses from the refund payable to the traveler. At the request of the traveler, the organizer or the vendor provides proof of these administrative expenses.

**Article R.211-9** When, before departure of the traveler, the organizer or the vendor is obliged to make a change to one of the essential components of the contract, if it cannot meet the special requirements mentioned in 1. of Article R. 211-6, or in case of price increase greater than 8%, it informs the traveler as soon as possible, in a clear, understandable and apparent manner, on a durable medium.

1. Proposed changes and, if applicable, their impact on the price of the trip or holiday;

2. Reasonable period within which the traveler must communicate to the organizer or the vendor the decision that he takes;

3. Consequences of failure to reply by the traveler within the fixed time limit;

4. If applicable, the other service offered, as well as its price.

When the changes in the contract or the alternate service results in decline in the quality of the trip or holiday or its cost, the traveler is entitled to an adequate price reduction.

If the contract is terminated and the traveler does not accept any other service, the organizer or the vendor refunds all payments made by the traveler or on his behalf as soon as possible and in any event no later than fourteen days after termination of the contract, without prejudice to a compensation pursuant to Article L. 211-17.

**Article R.211-10** The organizer or the vendor performs the refunds required under II and III of Article L. 211-14 or, under I of Article L. 211-14, refunds all payments made by the traveler or on his behalf minus appropriate cancellation fee. These refunds in favor of the traveler are made as soon as possible and in any event within fourteen days at the latest after termination of the contract.

In the case envisaged in III of Article L. 211-14, the additional compensation that the traveler is likely to receive is at least equal to the penalty that he would have borne if the cancellation was done on that date by him.

**Article R211-11** The assistance provided by the organizer or the vendor pursuant to Article L. 211-17-1 especially involves:

1. To provide useful information on health services, local authorities and consular assistance;

2. To help the traveler to carry out long distance communications and to find other travel services.

The organizer or the vendor is entitled to charge a reasonable price for this assistance if the difficulty is intentionally caused by the traveler or by his negligence. The price charged does not exceed in any case the actual costs borne by the organizer or the vendor.

## APPENDIX 1 – SUMMARY OF RIGHTS OF VINTAGE RIDERS

The combination of travel services that is offered to you is a package within the Directive (EU) 2015/2302 and Article L.211-2 II of the Tourism Code. You will thus benefit from all rights granted by the European Union applicable to the packages, as transposed into the Tourism Code. Vintage Rides will be fully responsible for proper execution of the package as a whole.

In addition, as required by the law, Vintage Rides has an insurance to refund your payments and, if transportation is included in the package, to insure your repatriation in case where it would become insolvent.

For more information on essential rights under Directive (EU) 2015/2302

[https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s\\_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT00006074073&categorieLien=id&dateTexte=20180701](https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT00006074073&categorieLien=id&dateTexte=20180701)

By clicking on the hyperlink above, the Vintage Rider will receive the following information:

Essential rights under Directive (EU) 2015/2302 transposed into the Tourism Code:

The Vintage Riders will receive all essential information about the package before concluding the package tour contract.

Vintage Rides is responsible for proper execution of all Motorcycle Tours included in the contract.

The Vintage Riders receive an emergency phone number or contact details of a contact point allowing him to reach Vintage Rides.

The Vintage Rider can transfer their package to another person, through a reasonable prior notice and possibly subject to payment of additional charges.

The price of the package can only be increased if specific costs increase (for example, fuel prices) and if this possibility is explicitly envisaged in the contract, and cannot in any case be modified less than twenty days before the start of the package. If the price increase exceeds 8% of the package price, the Vintage Rider can terminate the Contract. If Vintage Rides reserves the right to increase the price, the Vintage Rider is entitled to a price reduction in case of decrease of the corresponding costs.

The Vintage Riders can terminate the Contract without paying cancellation fee and be fully refunded for payments made if any of the essential components of the package, other than the price, undergoes major change. If, prior to start of the package, Vintage Ride cancels it, the travelers have the right to obtain the refund and a compensation, where applicable.

The Vintage Riders can terminate the Contract without paying cancellation fee prior to start of the package in case of exceptional circumstances, for example if there are serious security issues at the destination place that are likely to affect the package.

In addition, the Vintage Riders can, at any time before start of the package, terminate the Contract through payment of an appropriate and justifiable cancellation fee.

If, after start of the package, major components thereof cannot be provided as planned, other appropriate services should be offered to the Vintage Riders, at no extra charge. Vintage Riders can terminate the Contract without paying cancellation fee when the services are not performed in accordance with the Contract, which significantly disrupts execution of the package and if Vintage Rides does not remedy the issue.

The Vintage Riders are also entitled to a price reduction and/or compensation in case of non-performance or poor performance of the Motorcycle Tours.

Vintage Rides must provide assistance if the Vintage Rider is in trouble.

If Vintage Rides becomes insolvent, the amounts paid will be refunded. If Vintage Rides becomes insolvent after start of the package and if the transportation is included in the package, repatriation of the Vintage Riders is guaranteed, Vintage Rides having taken out an insurance against insolvency with APST 15 Avenue Carnot 75017 Paris France. Vintage Riders may contact this entity if services are denied to him because of insolvency of Vintage Rides.

## APPENDIX 2 – COMMITMENTS OF VINTAGES RIDERS

**I, the undersigned declare that I have read the commitments of Vintage Riders stated below:**

**I declare:**

- To be of legal age and holder of a motorcycle permit from my country of origin and an international motorcycle permit if I am the driver, since at least two (2) years;
- To have the level declared to Vintage Rides and corresponding to the level required to participate in the Motorcycle Tour;
- To be aware that motorcycling is a risky activity and that the possibility of falling resulting in serious consequences exists (such as bodily injury, psychological damage, emotional suffering, trauma or infection) and assume responsibility for it;
- To be aware that the state of roads, traffic and local user practices increase the risk of accident and assume responsibility for it;
- To be aware that driving the motorcycle can be difficult, potentially tricky or dangerous (driving long distances, for several days in a row, at high or low temperatures or under difficult climate conditions) and assume responsibility for it;
- To be aware that consumption of alcohol or drugs is strictly prohibited before driving the motorcycle with respect to the laws of the country visited and the rules of Vintage Rides;
- To accept all the conditions and commitments set out in the Contract concluded with Vintage Rides;
- To agree to comply with the laws and regulations in force that would be applicable to me pursuant to the booking or participation in a Motorcycle Tour;
- To agree to follow all the instructions, recommendations and/or advice given by Vintage Rides, its representatives, employees, agents, service providers, guides and/or accompanying persons, competent public authorities in France or in the destination country, or any other competent body or authority (such as WHO), before and during the Motorcycle Tour, such as those inherent in the safety of property and persons, health risks or any other risk, in the use of Vehicles, where applicable, in the practice of itineraries or tours, in their driving in all places of execution of the Service, etc.;
- To accept the authority of the Vintage Rides motorcycle Tour Leader if my trip is accompanied. I will abide by the rules of group driving;
- To agree that the motorcycle Tour Leader is in no case a guide and be solely responsible for the driving and navigation of my Vehicle;
- To agree not to put myself in danger deliberately or negligently and to commit myself to wear a helmet and any protective gear required for driving of the Vehicle at all times;
- To agree that the Vintage Rides motorcycle Tour Leader can return a participant in case of non-compliance with the rules of group driving or consumption of alcohol or drugs, myself included;
- To accept the risks associated with distance from medical centers and local health conditions;
- To accept any decision taken by the Vintage Rides motorcycle Tour Leader to repatriate me in case of my inability to reach the repatriation specialists of my insurance;
- To be in good physical condition, including hearing and vision, to participate in the Motorcycle Tour (I do not suffer from any heart disease or any other serious disease, incompatible with driving of a Vehicle);
- To be physically fit to drive 6 hours of motorcycle per day (or more depending on the tour selected) and to perform each step of the tour even if it should exceptionally be longer than expected in the program;
- To have consulted a doctor and obtain his approval for driving the motorcycle as part of the chosen tour;
- To commit myself to report any illness requiring medical assistance from the estimate request and in any event, if it is declared later on the date of booking, before departure.
- To agree to abide by the rules, especially police and health formalities during the trip. In compliance with the highway code in the country visited, I commit myself not to under any circumstances exceed the speed limits indicated on the road;
- To accept that any abandonment or any modification of the program from my side as well as the costs incurred for repatriation will be borne by me and should be settled as soon as possible;
- To accept that the liability of the Vintage Rides team cannot be invoked and that I cannot claim any compensation in case of a traffic accident.
- Each supervisor/driver is solely responsible for its safety;
- To be solely responsible for the Vehicle and payment of the insurance deductible in case of damage to the Vehicle, any damage or theft. In this regard, in case of delivery of the Vehicle by a third-party service provider, to be informed that in some countries, delivery of the Vehicle does not mean complete and prior verification of the Vehicle under my control, as a result of which Vintage Rides cannot be held liable in case of dispute with the third-party supplier of the Vehicle;
- To agree to comply with the rules and laws in force in the country visited (traffic law, transport/transfer/use of illegal substances..);
- To commit myself to have a loyal behavior towards Vintage Rides, its representatives, employees, agents, service providers as part of their overall relationship and for proper execution of the Motorcycle Tour;
- To protect Vintage Rides against any infringement of the rights of the latter or even the rights of third-parties, the laws and regulations applicable in the destination country and in France, in accordance with the principles of loyalty and contractual good faith (also I protect Vintage Rides from any identity theft or any misleading, falsified, inaccurate or incorrect information, even if partially, and this even because of my negligence for any reason whatsoever, since when this information is requested from me under the Terms and Conditions of Sale);
- To have the necessary financial resources to support my needs until the end of the Motorcycle Tour,

Made at ..... On .....

Signature of Vintage Rider